[DD MONTH YYYY]

[Company Name] Limited
[Address(first line)]
[Second line]
[Third line]
[POST CODE]

Mr Charlie Nunn - (CEO)
Ms Christina Winter - (Recoveries Commercial Banking)
Mr William Chalmers - (Executive Director and Chief Financial Officer)
Mr Gareth Oakley - (Managing Director, Business Banking)
Mr Damian Roberts - (Group Executive Complaints)
Lloyds Bank plc
25 Gresham Street
London EC2V 7HN

Your Reference: [COMPANY NAME-BBL SORT CODE ACCOUNT NUMBER]

Notice to agent is notice to principal, notice to principal is notice to agent Notice of Conditional Acceptance

Dear Mr Charlie Nunn, Ms Christina Winter, Mr William Chalmers, Mr Gareth Oakley, Mr Damian Roberts

We have been in correspondence since our letter of **[DD MONTH YYYY]** that offered to settle the matter between Lloyds Bank plc and **[Company Name]** Limited.

It would appear Lloyds Bank has made a demand for payment, but has not presented us with a valid contract or bill recognised under the Bills of Exchange Act 1882 and it is upon this fact that we serve our notice of conditional acceptance.

- 1. Isn't it correct that a valid contract must satisfy the following three conditions?:
 - Full Disclosure
 - Equal Consideration
 - Lawful Terms and Conditions
- 2. Is it not correct that if neither Full Disclosure nor Equal Consideration are evident then Lawful Terms and Conditions are also absent?
- 3. Is it not the case that Lloyds Bank, in failing to answer our questions referred to in our letter dated **[DD MONTH YYYY]** to the Board of Directors and other correspondence as to how the "loan" was created, has neither satisfied the condition of Full Disclosure nor demonstrated Equal Consideration?
- 4. Isn't it correct Lloyds Bank cannot raise a bill if there is no valid contract respect of BBL [SORT CODE ACCOUNT NUMBER] under which a true bill can be raised?
- 5. If there is no valid contract in place in respect of BBL [SORT CODE ACCOUNT NUMBER], which can be presented as fact and can be presented

to support the claim of Lloyds Bank in demand for payment, does that not violate the Bills of Exchange Act 1882 and the Fraud Act of 2006 s.2 - "Fraud by false representation"? See: http://www.legislation.gov.uk/ukpga/2006/35/section/2.

- 6. We are not in the habit of knowingly conspiring to commit fraud, however, to respond by making payment wouldn't that create a culpable liability against us?
- 7. Is it not true, if the activities where demand for payment are made without observing the Bills of Exchange Act 1882 are continued and if a recognised bill is not presented, it could be ruled as procedural impropriety at Law by Lloyds Bank and possible malfeasance? Furthermore, wouldn't Lloyds Bank officers be culpable at Law for their actions?

A person may be regarded as having abused his or her position even though the conduct consisted of an omission rather than an act. See: http://www.legislation.gov.uk/ukpga/2006/35/section/4

- 8. Our letter of **[DD MONTH YYYY]** asked Lloyds Bank to confirm how bank loans are created and specifically to confirm, in principle, whether the following is true:
 - 1. In granting the facility, Lloyds Bank digitally created an asset on its balance sheet representing the £50,000 credited to our account.
 - 2. Over the 12 months since the money was credited to our account, the UK government has paid £1250.00 in interest payments to Lloyds Bank.
 - 3. When the money is repaid, be it now or in six years time, the asset of £50,000 is removed from the Bank's balance sheet, i.e. the £50,000 that was created is then destroyed.

In summary, until Lloyds Bank respond and answer our questions 1 to 8 above and confirm that by making payment neither we nor Lloyds Bank officers are party to an offence, we respectfully have to decline your invitation to make payment in respect of BBL [SORT CODE ACCOUNT NUMBER].

Please respond within 7 days of service of this notice.

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By

Mr [Initial Last Name] and Ms [Initial Last Name] - Directors